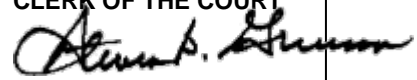


# **EXHIBIT A**

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6/3/2022 2:31 PM  
Steven D. Grierson  
CLERK OF THE COURT


**COMP**

BETSY JEFFERIS AGUILAR, ESQ.

Nevada Bar No. 12980

**HICKS & BRASIER, PLLC**

2630 S. Jones Blvd

Las Vegas, Nevada 89146

Phone: (702) 628-9888

Fax: (702) 960-4118

E-Mail: [baguilar@lvattorneys.com](mailto:baguilar@lvattorneys.com)*Attorneys for Plaintiff*

CASE NO: A-22-853533-C

Department 13

**DISTRICT COURT****CLARK COUNTY, NEVADA**

SHARLENE CRIBBS,

Plaintiff,

vs.

WALGREEN CO. dba WALGREENS, a  
foreign corporation; DOE EMPLOYEES  
OF WALGREENS, DOES 1-20 and ROE  
BUSINESS ENTITIES 1-20, inclusive,

Defendants.

CASE NO:

DEPT. NO.

**PLAINTIFF'S COMPLAINT**

COMES NOW, Plaintiff, SHARLENE CRIBBS, by and through her counsel, BETSY JEFFERIS AGUILAR, ESQ. of HICKS & BRASIER, PLLC, and for her causes of action against Defendants, and each of them, complains and alleges as follows:

**JURISDICTION AND PARTIES**

1. That Plaintiff SHARLENE CRIBBS (hereinafter "Plaintiff") is, and at all times mentioned herein was, a resident of the County of Clark, State of Nevada.

2. That Defendant WALGREEN CO. dba WALGREENS is, and at all times mentioned herein was, a foreign corporation or other business entity, licensed to do business in the County of Clark, State of Nevada.

3. That Defendants DOES 1-5 and ROE BUSINESS ENTITIES 1-5 are other owners

1 or operators of the property located at 3717 Las Vegas Boulevard, South, Las Vegas, Nevada  
2 89109, commonly known as Walgreens (“the Property”).

3 4. That Defendants DOES 6-10 and ROE BUSINESS ENTITIES 6-10 are the  
4 managers or controllers of common areas of the Property.

5 5. That Defendants DOES 11-15 and ROE BUSINESS ENTITIES 11-15 are the  
6 designers and maintenance providers for the Property.

7 6. That Defendants DOES 16-20 and ROE BUSINESS ENTITIES 16-20 are the  
8 construction companies, sub-contractors, vendors, inspectors or other persons responsible for  
9 the cleaning and maintenance of the area on the Property where the subject incident occurred.

10 7. That the true names and capacities of the remaining Defendants designated herein  
11 as Doe or Roe Business Entities are presently unknown at this time to Plaintiff, who therefore  
12 sues said Defendants by such fictitious names — these entities would specifically include  
13 owners associations presently unknown. When the true names and capacities of these  
14 defendants are ascertained, Plaintiff will amend this Complaint accordingly.

15 8. That at all times pertinent, Defendants and each of them were agents, servants,  
16 employees or joint venturers of every other Defendant herein, and at all times mentioned herein  
17 were acting within the scope and course of said agency, employment, or joint venture, with  
18 knowledge and permission and consent of all other named Defendants.

19 **FACTS COMMON TO ALL CAUSES OF ACTION**

20 9. That on or about March 19, 2021, Plaintiff was an invitee on the Property.

21 10. On or about said date, Plaintiff was injured when she slipped and fell on a small  
22 liquor bottle on the property (hereinafter referred to as the “dangerous condition”).

23 11. Upon information and belief, the dangerous condition was caused as a direct result  
24 of the Defendants’ failure to design, construct, control, supervise, repair, and/or maintain the  
25 Property in a reasonable and safe manner.

26 12. Defendants maintained and were in control of the Property.

27 13. Defendants knew, or reasonably should have known, that the dangerous condition  
28 existed on or about the Property.

1 14. Defendants failed to place signs, caution, warn, or otherwise make safe, the  
2 dangerous condition existing on or about the Property. Accordingly, Defendants negligently,  
3 carelessly, and recklessly maintained and allowed the dangerous condition to exist.

4 15. Defendants should have warned or otherwise made safe the dangerous condition  
5 because that condition was non-obvious to Plaintiff.

6 **FIRST CLAIM FOR RELIEF**

7 **(NEGLIGENCE TO ALL DEFENDANTS)**

8 16. Plaintiff incorporates paragraphs 1 through 15 of the Complaint as if those  
9 paragraphs were fully incorporated and set forth herein.

10 17. Defendants owed Plaintiff a duty of care to warn Plaintiff of the non-obvious and  
11 dangerous condition.

12 18. Defendants breached this duty of care by failing to place caution signs, or otherwise  
13 failing to warn Plaintiff of the dangerous, non-obvious condition.

14 19. Defendants' negligence directly and proximately caused Plaintiff serious injury.

15 20. As a direct and proximate result of Defendants' negligence, Plaintiff received  
16 medical and other treatments for injuries sustained to body, limbs, organs and nervous systems,  
17 all or some of which conditions may be permanent and disabling and, all to Plaintiff's damage  
18 in a sum in excess of \$15,000. That said services, care, and treatment are continuing and shall  
19 continue in the future.

20 21. As a direct and proximate result of Defendants' negligence, Plaintiff has been  
21 required to and has limited certain occupational and recreational activities, which have caused,  
22 and shall continue.

23 22. As a direct and proximate result of Defendants' negligence, Plaintiff has been  
24 required to engage the services of an attorney, incurring attorney's fees and costs to bring this  
25 action.

26 //

27  
28 //

**SECOND CLAIM FOR RELIEF**

**(NEGLIGENT HIRING, TRAINING, SUPERVISION, AND RETENTION  
TO WALGREENS)**

23. Plaintiff repeats and re-alleges the allegations contained in Paragraphs 1 through 22 above.

24. Defendant had a duty to adequately hire, train, supervise, and retain its employees and/or other persons and/or entitles responsible for the inspection of The Property to ensure that a safe environment was provided for invitees and/or licensees.

25. Defendant breached its duty that it did not hire responsible employees, did not train its employees to keep the premises safe for customer use, did not supervise its employees, and retained employees that displayed unsafe.

26. The failures led to Defendant employees not recognizing a slip/trip and fall hazard, not remedying the hazard, and not warning customers, guests and/or invitees of the hazard.

27. The failures proximately led to Plaintiff's slip and fall and resulting injuries.

28. Employees, masters, and principals are vicariously liable for the torts committed by their employees, servants, and agents if the occurs while the employee, servant or agent was acting in the course and scope of employment.

29. Accordingly, pursuant to NRS § 41.430, Defendant is variously liable for the damages caused by its employees' actions and negligence, further encompassing the e actions of those hired by Defendant to maintain the premises and requirement.

30. NRS § 41.430, states as follows:

Except as otherwise provided in NRS 41.745, whenever any person shall suffer personal injury by wrongful act, neglect, or default of another, the person causing the injury is liable to the person injured for the damages; and where the person causing the injury is employed by another person or corporation responsible for the conduct of the person causing the injury, that other person or corporation so responsible is liable to the person injured for damages.

31. Defendant Walgreens was the employer, master, and principle of the remaining Defendants and other employees, agents, independent contractors, and/or representatives who negligently did not inspect, maintain, or warn of dangerous conditions in and about The

1 Property.

2 32. As a direct and proximate result of Defendant Walgreen's negligence, carelessness,  
3 and recklessness, Plaintiff suffered personal injuries to her body, as well as pain and suffering.

4 33. Plaintiff is entitled to reimbursement for the bills incurred for medical treatment and  
5 therapy for the injuries sustained as a result of Defendant Walgreens' negligence.

6 34. As a direct and proximate result of the actions of Defendants, Plaintiff experienced  
7 pain and suffering, damaging Plaintiff in excess of \$15,000.

8 35. As a direct and proximate result of the actions of Defendants, Plaintiff has been  
9 required to retain counsel to prosecute this matter and is entitled to attorney's fees and costs.

10 **THIRD CLAIM FOR RELIEF**

11 **(NEGLIGENT INSPECTION AND WARNING)**

12 36. Plaintiff repeats and re-alleges the allegations contained in Paragraphs 1 through 35  
13 above.

14 37. Defendants owed Plaintiff and other similarly situated a duty to inspect the  
15 premises before the subject incident and knew or should have known the flooring was  
16 dangerous, slippery, and hazardous, and failed to warn Plaintiff of the dangerous condition to  
17 Plaintiff's detriment and damages alleged above.

18 38. Defendants' failure to inspect, test, monitor, maintain, and warn was a proximate  
19 cause of the injuries and damages alleged above was, further, a willful and conscious disregard  
20 of the known safety procedures.

21 39. As a direct and proximate result of the conduct of the Defendants, Plaintiff  
22 sustained injuries and damages in excess of \$15,000.

23 40. As a direct and proximate result of Defendants' conduct, Plaintiff has been required  
24 to retain the services of an attorney, and as directed, natural and foreseeable consequence  
25 thereof, has been damaged and is entitled to reasonable attorney's fees and costs.

26 //

27  
28 //

**FOURTH CLAIM FOR RELIEF**

**(VICARIOUS LIABILITY/JOINT & SEVERAL LIABILITY/RESPONDEAT**

**SUPERIOR AS TO ALL DEFENDANTS)**

41. Plaintiff repeats and re-alleges the allegations contained in Paragraphs 1 through 40 above.

42. At all times relevant hereto, Defendants negligently failed to warn patrons of the dangerous conditions.

43. At all times relevant hereto, Plaintiff believes and thereon alleges that Doe Walgreens Employee was employed by Walgreens.

44. As such, Defendant Walgreens is liable for the negligent acts of Doe Walgreens Employee as Doe Walgreens Employee was working within the course and scope of their agency or assignment with Defendant Walgreens.

45. At all times relevant herein, the actions of the actions of Doe Walgreens Employee were done with a common purpose and/or joint venture existing with Walgreens, which resulted in the injuries and damages to Plaintiff.

46. That Defendant Walgreens is viciously liable and/or jointly and severally liable for the negligence and carelessness of Doe Walgreens Employee committed while said common purpose and/or joint venture existed between Defendant Walgreens and Doe Walgreens Employee and such negligence which gave rise to Plaintiff's injuries.

47. As a direct and proximate result of Defendants Walgreens and Doe Walgreens Employee's negligence, carelessness, and recklessness, Plaintiff suffered personal injuries to her body as well as pain and suffering.

48. Plaintiff is entitled to reimbursement for the bills incurred for medical treatment and therapy for the injuries sustained as a result of Defendant Walgreens and Doe Walgreens Employee's negligence.

49. As a direct and proximate result of the actions of Defendants, Plaintiff experienced pain and suffering, damaging Plaintiff in excess of \$15,000.00

50. As a direct and proximate result of the actions of Defendants, Plaintiff has been

1 required to retain counsel to prosecute this matter and is entitled to attorney's fees and costs.

2 WHEREFORE, Plaintiff, expressly reserving the right to amend this Complaint prior to  
3 or at the time of trial of this action to insert those items of damage not yet fully ascertainable,  
4 prays judgment against the Defendants, and each of them, as follows:

- 5 1. General damages sustained by Plaintiff in an amount in excess of \$15,000;
- 6 2. Special damages to be determined at the time of trial;
- 7 3. Medical and incidental expenses already incurred and to be incurred;
- 8 4. Lost earnings and earning capacity;
- 9 5. Interest at the statutory rate;
- 10 6. Reasonable attorney's fees and costs of suit; and
- 11 7. For such other relief as the Court deems just and proper.

12 DATED THIS 3<sup>rd</sup> day of June 2022.

13 **HICKS & BRASIER, PLLC**

14 /s/ Betsy C. Jefferis-Aguilar, Esq.

15 BETSY JEFFERIS AGUILAR, ESQ.

16 Nevada Bar No. 12980

17 2630 S. Jones Blvd

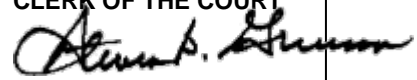
18 Las Vegas, Nevada 89146

19 *Attorneys for Plaintiff*



# **EXHIBIT B**

Electronically Filed  
6/3/2022 2:31 PM  
Steven D. Grierson  
CLERK OF THE COURT



1 **IAFD**

2 BETSY JEFFERIS AGUILAR, ESQ.

3 Nevada Bar No. 12980

4 **HICKS & BRASIER, PLLC**

5 2630 S. Jones Blvd

6 Las Vegas, Nevada 89146

7 Phone: (702) 628-9888

8 Fax: (702) 960-4118

9 E-Mail: [baguilar@lvattorneys.com](mailto:baguilar@lvattorneys.com)

10 *Attorneys for Plaintiff*

CASE NO: A-22-853533-C

Department 13

**DISTRICT COURT**

**CLARK COUNTY, NEVADA**

10 SHARLENE CRIBBS,

11 Plaintiff,

12 vs.

13 WALGREEN CO. dba WALGREENS, a  
14 foreign corporation; DOE EMPLOYEES  
15 OF WALGREENS, DOES 1-20 and ROE  
16 BUSINESS ENTITIES 1-20, inclusive,

17 Defendants.

CASE NO.:

DEPT. NO.:

**INITIAL APPEARANCE FEE DISCLOSURE**

18 Pursuant to NRS Chapter 19, as amended by Senate Bill 106, filing fees are submitted  
19 for fees appearing in the above entitled action as indicated below:

20 Plaintiff #1

\$270.00

21 **TOTAL REMITTED: \$ 270.00**

22 DATED THIS 3<sup>rd</sup> day of June, 2022.

23 **HICKS & BRASIER, PLLC**

24 /s/ Betsy C. Jefferis-Aguilar, Esq.

25 BETSY JEFFERIS AGUILAR, ESQ.

26 Nevada Bar No. 12980

27 2630 S. Jones Blvd

28 Las Vegas, Nevada 89146

*Attorneys for Plaintiff*

# **EXHIBIT C**

Electronically Filed  
6/21/2022 11:48 AM  
Steven D. Grierson  
CLERK OF THE COURT

# AFFIDAVIT OF SERVICE

Job # 18128 *Steven D. Grierson*

## Client Info:

Hicks & Brasier  
2630 S. Jones Blvd.  
Las Vegas, NV 89146

## Case Info:

### Plaintiff:

SHARLENE CRIBBS,

-versus-

### Defendant:

WALGREEN CO. dba WALGREENS, a foreign corporation; DOE  
EMPLOYEES OF WALGREENS, DOES 1-20 and ROE BUSINESS  
ENTITIES 1-20, inclusive,

District Court  
Court Division: Dept. No.: 13  
County of Clark, Nevada

Issuance Date: 6/13/2022 Court Case # **A--22-853533-C**

## Service Info:

**Date Received: 6/13/2022 at 08:56 AM**

**Service:** I Served **WALGREEN CO. dba WALGREENS, a foreign corporation**

With: **SUMMONS; PLAINTIFF'S COMPLAINT**

by leaving with **Jed, AUTHORIZED TO ACCEPT FOR R.A. COMPANY**

**At Business CORPORATION SERVICE COMPANY, 112 NORTH CURRY STREET, CARSON CITY, NV 89703**

Latitude: **39.164263**, Longitude: **-119.768280**

On **6/17/2022 at 11:25 AM**

**Manner of Service: CORPORATE**

**SERVICE:** was performed by delivering a true copy of this **SUMMONS; PLAINTIFF'S COMPLAINT** to: **Jed , AUTHORIZED TO ACCEPT FOR R.A. COMPANY** at the address of: **Corporation Service Company, 112 North Curry Street, Carson City, NV 89703** with an agent lawfully designated by statute to accept service of process, pursuant to NRS 14.020, a person of suitable age and discretion at the address, which address is the address of the resident agent as shown on the current certificate of designation filed with the Secretary of State or entities usual place of business.

I **Jon Salisbury** , acknowledge that I am authorized to serve process, in good standing in the jurisdiction wherein the process was served and I have no interest in the above , action. Under penalties of perjury, I declare that I have read the foregoing document and that the facts stated in it are true.

Signature of Server: *Jon Salisbury*

**Jon Salisbury**

Lic # **2100C**

**LV Process and Investigations, LLC**

License #2039

7181 N. Hualapai Way Suite 130-9

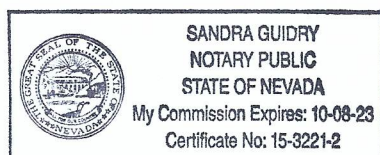
Las Vegas, NV 89166

Phone: (702) 592-3283

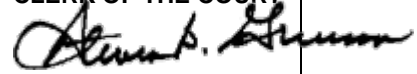
Our Job # **18128** Client Ref # **206377**

SUBSCRIBED AND SWORN to before me this 19<sup>th</sup> day of June 2022, by Jon Salisbury  
Proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

*Sandra Guidry*  
NOTARY PUBLIC for the state of Nevada



# **EXHIBIT D**



1 **IAFD**  
 2 **GEORGE M. RANALLI, ESQ.**  
 Nevada Bar No. 5748  
 3 **JAMES F. HOLTZ, ESQ.**  
 Nevada Bar No. 8119  
 4 **VICKI DRISCOLL, ESQ.**  
 Nevada Bar No. 3939  
 2340 W. Horizon Ridge Parkway, #100  
 5 Telephone: (702) 477-7774  
 Facsimile: (702) 477-7778  
 6 [ranalliservice@ranallilawyers.com](mailto:ranalliservice@ranallilawyers.com)  
 Attorney for Defendant,  
 7 WALGREEN CO.

**DISTRICT COURT****CLARK COUNTY, NEVADA**

8  
 9  
 10 SHARLENE CRIBBS, )  
 11 ) CASE NO.: A-22-853533-C  
 ) DEPT NO.: XIII  
 12 Plaintiff, )  
 )  
 13 vs. )  
 )  
 14 WALGREEN CO. dba WALGREENS, a )  
 Foreign Corporation; DOE )  
 15 EMPLOYEES OF WALGREENS, DOES )  
 1-20 and ROE BUSINESS ENTITIES )  
 1-20, inclusive )  
 16 )  
 Defendants. )  
 17 )

**INITIAL APPEARANCE FEE DISCLOSURE**

18  
 19 Pursuant to NRS Chapter 19, as amended by Senate Bill 106,  
 20 filing fees are submitted for parties appearing in the above-  
 21 entitled action as indicated below:

22 ///

23 ///

24 ///

1 DEFENDANT WALGREEN, CO.: \$223.00

2 TOTAL FEES REMITTED: \$223.00

3 DATED this 8<sup>TH</sup> day of July, 2022.

4 **RANALLI ZANIEL FOWLER & MORAN, LLC**

5 */s/ Jason Andrew Fowler, #8071*

6 **GEORGE M. RANALLI, ESQ.**

7 Nevada Bar No. 5748  
2340 W. Horizon Ridge Parkway  
Suite 100  
Henderson, Nevada 89052  
Attorneys for Defendant  
WALGREEN CO.

RANALLI ZANIEL FOWLER & MORAN, LLC  
2340 W. HORIZON RIDGE PARKWAY, SUITE 100  
HENDERSON, NEVADA 89052  
TELEPHONE: (702) 477-7774 FAX: (702) 477-7778

**CERTIFICATE OF SERVICE**

Pursuant to Nevada Rules of Civil Procedure 5(b), I hereby certify that I am an employee of RANALLI ZANIEL FOWLER & MORAN, LLC, and that on the 8<sup>th</sup> day of July, 2022, I caused the foregoing **INITIAL APPEARANCE FEE DISCLOSURE** to be served as follows:

- ☐ [ ] by placing a true and correct copy of the same to be deposited for mailing in the US Mail at Henderson, Nevada, enclosed in a sealed envelope upon which first class postage was fully prepaid; and/or
- ☐ [ ] pursuant to EDCR 7.26, by sending it via facsimile (w/out attachments); and/or
- ☐ [ ] by hand delivery to the parties listed below; and/or
- ☒ [X] pursuant to N.E.F.C.R. Rule 9 and Administrative Order 14-2, by sending it via electronic service:

Betsy Jefferies Aguilar, Esq.

**HICKS & BRASIER, PLLC**

2630 s. Jones Blvd.

Las Vegas, Nevada 89146

Attorneys for Plaintiff

**VIA ELECTRONIC SERVICE**

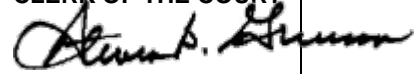
*/s/ Donna Hicks*

---

**An EMPLOYEE OF  
RANALLI ZANIEL FOWLER & MORAN, LLC**



# **EXHIBIT E**



ANS

GEORGE M. RANALLI, ESQ.

Nevada Bar No. 5748

JAMES F. HOLTZ, ESQ.

Nevada Bar No. 8119

VICKI DRISCOLL, ESQ.

Nevada Bar No. 3939

2340 W. Horizon Ridge Parkway, #100

Telephone: (702) 477-7774

Facsimile: (702) 477-7778

[ranalliservice@ranallilawyers.com](mailto:ranalliservice@ranallilawyers.com)

Attorney for Defendant,

WALGREEN CO.

## DISTRICT COURT

## CLARK COUNTY, NEVADA

SHARLENE CRIBBS,

)

) CASE NO.: A-22-853533-C

) DEPT NO.: XIII

Plaintiff,

)

)

vs.

)

)

WALGREEN CO. dba WALGREENS, a )

Foreign Corporation; DOE )

EMPLOYEES OF WALGREENS, DOES )

1-20 and ROE BUSINESS ENTITIES) )

1-20, inclusive )

)

Defendants.

)

)

DEFENDANT'S ANSWER TO PLAINTIFF'S COMPLAINT

COMES NOW, Defendant WALGREEN CO., and severing themselves from all other parties, answers the Complaint on file herein as follows:

JURISDICTION AND PARTIES

1. As to the allegations of Paragraph 1 of the Complaint, Defendant has insufficient information or belief to admit or

1 deny the remaining allegations, and on that ground denies each  
2 and every allegation in said Paragraphs.

3 2. As to the allegations of Paragraph 2 of the Complaint,  
4 Defendant admits, upon information or belief, each and every  
5 allegation contained therein.

6 3. As to the allegations of Paragraph 3 of the Complaint,  
7 Defendant has insufficient information or belief to admit or  
8 deny the allegations, and on that ground denies each and every  
9 allegation in said Paragraphs.

10 4. As to the allegations of Paragraph 4 of the Complaint,  
11 Defendant has insufficient information or belief to admit or  
12 deny the allegations, and on that ground denies each and every  
13 allegation in said Paragraphs.

14 5. As to the allegations of Paragraph 5 of the Complaint,  
15 Defendant has insufficient information or belief to admit or  
16 deny the allegations, and on that ground denies each and every  
17 allegation in said Paragraphs.

18 6. As to the allegations of Paragraph 6 of the Complaint,  
19 Defendant has insufficient information or belief to admit or  
20 deny the allegations, and on that ground denies each and every  
21 allegation in said Paragraphs.

22 7. As to the allegations of Paragraph 7 of the Complaint,  
23 Defendant has insufficient information or belief to admit or  
24 deny the allegations, and on that ground denies each and every  
allegation in said Paragraphs.

1           8. As to the allegations of Paragraph 8 of the Complaint,  
2 Defendant has insufficient information or belief to admit or  
3 deny the allegations, and on that ground denies each and every  
4 allegation in said Paragraphs.

5                           **FACTS COMMON TO ALL CAUSES OF ACTION**

6           9. As to the allegations of Paragraph 9 of the Complaint,  
7 Defendant has insufficient information or belief to admit or  
8 deny the allegations, and on that ground denies each and every  
9 allegation in said Paragraphs.

10          10. As to the allegations of Paragraph 10 of the  
11 Complaint, Defendant has insufficient information or belief to  
12 admit or deny the allegations, and on that ground denies each  
13 and every allegation in said Paragraphs.

14          11. As to the allegations of Paragraph 11 of the  
15 Complaint, Defendant has insufficient information or belief to  
16 admit or deny the allegations, and on that ground denies each  
17 and every allegation in said Paragraphs.

18          12. As to the allegations of Paragraph 12 of the  
19 Complaint, Defendant has insufficient information or belief to  
20 admit or deny the allegations, and on that ground denies each  
21 and every allegation in said Paragraphs.

22          13. As to the allegations of Paragraph 13 of the  
23 Complaint, Defendant has insufficient information or belief to  
24 admit or deny the allegations, and on that ground denies each  
and every allegation in said Paragraphs.

1           14. As to the allegations of Paragraph 14 of the  
2 Complaint, Defendant has insufficient information or belief to  
3 admit or deny the allegations, and on that ground denies each  
4 and every allegation in said Paragraphs.

5           15. As to the allegations of Paragraph 15 of the  
6 Complaint, Defendant has insufficient information or belief to  
7 admit or deny the allegations, and on that ground denies each  
8 and every allegation in said Paragraphs.

9                           **FIRST CLAIM FOR RELIEF**

10                          **(NEGLIGENCE TO ALL DEFENDANTS)**

11           16. As to Paragraph 16 of the Complaint, Defendant repeats  
12 and re-alleges each and every response to each and every  
13 allegation contained in paragraphs 1 through 15 above as though  
14 fully set forth herein verbatim.

15           17. As to the allegations of Paragraph 17 of the  
16 Complaint, Defendant has insufficient information or belief to  
17 admit or deny the allegations, and on that ground denies each  
18 and every allegation in said Paragraphs.

19           18. As to the allegations of Paragraph 18 of the  
20 Complaint, Defendant has insufficient information or belief to  
21 admit or deny said allegations, and on that ground denies each  
22 and every allegation in said Paragraphs.

23           19. As to the allegations of Paragraph 19 of the  
24 Complaint, Defendant has insufficient information or belief to

1 admit or deny the allegations, and on that ground denies each  
2 and every allegation in said Paragraphs.

3 20. As to the allegations of Paragraph 20 of the  
4 Complaint, Defendant has insufficient information or belief to  
5 admit or deny the allegations, and on that ground denies each  
6 and every allegation in said Paragraphs.

7 21. As to the allegations of Paragraph 21 of the  
8 Complaint, Defendant has insufficient information or belief to  
9 admit or deny the allegations, and on that ground denies each  
10 and every allegation in said Paragraphs.

11 22. As to the allegations of Paragraph 22 of the  
12 Complaint, Defendant denies each and every allegations contained  
13 therein.

14 **SECOND CLAIM FOR RELIEF**

15 **(NEGLIGENT HIRING, TRAINING, SUPERVISION AND**  
16 **RETENTION TO WALGREENS)**

17 23. As to Paragraph 23 of the Complaint, Defendant repeats  
18 and re-alleges each and every response to each and every  
19 allegation contained in paragraphs 1 through 22 above as though  
20 fully set forth herein verbatim.

21 24. As to the allegations of Paragraph 24 of the  
22 Complaint, Defendant has insufficient information or belief to  
23 admit or deny the allegations, and on that ground denies each  
24 and every allegation in said Paragraphs.

1           25. As to the allegations of Paragraph 25 of the  
2 Complaint, Defendant has insufficient information or belief to  
3 admit or deny said allegations, and on that ground denies each  
4 and every allegation in said Paragraphs.

5           26. As to the allegations of Paragraph 26 of the  
6 Complaint, Defendant has insufficient information or belief to  
7 admit or deny the allegations, and on that ground denies each  
8 and every allegation in said Paragraphs.

9           27. As to the allegations of Paragraph 27 of the  
10 Complaint, Defendant has insufficient information or belief to  
11 admit or deny the allegations, and on that ground denies each  
12 and every allegation in said Paragraphs.

13           28. As to the allegations of Paragraph 28 of the  
14 Complaint, Defendant has insufficient information or belief to  
15 admit or deny the allegations, and on that ground denies each  
16 and every allegation in said Paragraphs.

17           29. As to the allegations of Paragraph 29 of the  
18 Complaint, Defendant denies each and every allegation contained  
19 therein.

20           30. As to the allegations of Paragraph 30 of the  
21 Complaint, Defendant denies each and every allegation contained  
22 therein.

23           31. As to the allegations of Paragraph 31 of the  
24 Complaint, Defendant has insufficient information or belief to

1 admit or deny the allegations, and on that ground denies each  
2 and every allegation in said Paragraphs.

3 32. As to the allegations of Paragraph 32 of the  
4 Complaint, Defendant has insufficient information or belief to  
5 admit or deny the allegations, and on that ground denies each  
6 and every allegation in said Paragraphs.

7 33. As to the allegations of Paragraph 33 of the  
8 Complaint, Defendant has insufficient information or belief to  
9 admit or deny the allegations, and on that ground denies each  
10 and every allegation in said Paragraphs.

11 34. As to the allegations of Paragraph 34 of the  
12 Complaint, Defendant has insufficient information or belief to  
13 admit or deny the allegations, and on that ground denies each  
14 and every allegation in said Paragraphs.

15 35. As to the allegations of Paragraph 35 of the  
16 Complaint, Defendant denies each and every allegation contained  
17 therein.

18 **THIRD CLAIM FOR RELIEF**

19 **(NEGLIGENT INSPECTION AND WARNING)**

20 36. As to Paragraph 36 of the Complaint, Defendant repeats  
21 and re-alleges each and every response to each and every  
22 allegation contained in paragraphs 1 through 35 above as though  
23 fully set forth herein verbatim.

24 ///



1 37. As to the allegations of Paragraph 37 of the  
2 Complaint, Defendant has insufficient information or belief to  
3 admit or deny the allegations, and on that ground denies each  
4 and every allegation in said Paragraphs.

5 38. As to the allegations of Paragraph 38 of the  
6 Complaint, Defendant has insufficient information or belief to  
7 admit or deny said allegations, and on that ground denies each  
8 and every allegation in said Paragraphs.

9 39. As to the allegations of Paragraph 39 of the  
10 Complaint, Defendant has insufficient information or belief to  
11 admit or deny said allegations, and on that ground denies each  
12 and every allegation in said Paragraphs.

13 40. As to the allegations of Paragraph 40 of the  
14 Complaint, Defendant denies the allegations as they pertain  
15 therein.

16 **FOURTH CLAIM FOR RELIEF**

17 **(VICARIOUS LIABILITY/JOINT & SEVERAL LIABILITY/RESPONDEAT  
18 SUPERIOR AS TO ALL DEFENDANTS)**

19 41. As to Paragraph 41 of the Complaint, Defendant repeats  
20 and re-alleges each and every response to each and every  
21 allegation contained in paragraphs 1 through 40 above as though  
22 fully set forth herein verbatim.

23 42. As to the allegations of Paragraph 42 of the  
24 Complaint, Defendant has insufficient information or belief to

1 admit or deny the allegations, and on that ground denies each  
2 and every allegation in said Paragraphs.

3 43. As to the allegations of Paragraph 43 of the  
4 Complaint, Defendant has insufficient information or belief to  
5 admit or deny said allegations, and on that ground denies each  
6 and every allegation in said Paragraphs.

7 44. As to the allegations of Paragraph 44 of the  
8 Complaint, Defendant has insufficient information or belief to  
9 admit or deny said allegations, and on that ground denies each  
10 and every allegation in said Paragraphs.

11 45. As to the allegations of Paragraph 45 of the  
12 Complaint, Defendant has insufficient information or belief to  
13 admit or deny the allegations, and on that ground denies each  
14 and every allegation in said Paragraphs.

15 46. As to the allegations of Paragraph 46 of the  
16 Complaint, Defendant has insufficient information or belief to  
17 admit or deny said allegations, and on that ground denies each  
18 and every allegation in said Paragraphs.

19 47. As to the allegations of Paragraph 47 of the  
20 Complaint, Defendant has insufficient information or belief to  
21 admit or deny said allegations, and on that ground denies each  
22 and every allegation in said Paragraphs.

23 48. As to the allegations of Paragraph 48 of the  
24 Complaint, Defendant has insufficient information or belief to

1 admit or deny said allegations, and on that ground denies each  
2 and every allegation in said Paragraphs.

3 49. As to the allegations of Paragraph 49 of the  
4 Complaint, Defendant has insufficient information or belief to  
5 admit or deny said allegations, and on that ground denies each  
6 and every allegation in said Paragraphs.

7 50. As to the allegations of Paragraph 50 of the  
8 Complaint, Defendant denies each and every allegation in said  
9 Paragraph.

10 **AFFIRMATIVE DEFENSES**

11 **FIRST AFFIRMATIVE DEFENSE**

12 Plaintiff's Complaint on file herein fails to state a claim  
13 against Defendants upon which relief can be granted.

14 **SECOND AFFIRMATIVE DEFENSE**

15 The incident alleged in the Complaint, and the resulting  
16 damages, if any, to Plaintiff, was proximately caused or  
17 contributed to by the Plaintiff's own negligence, and such  
18 negligence was greater than the negligence, if any, of  
19 Defendants, and/or Defendants are entitled to an offset for the  
20 negligence of Plaintiff if such negligence was less than that of  
21 Defendant.

22 **THIRD AFFIRMATIVE DEFENSE**

23 Defendants allege that Plaintiff has failed to mitigate her  
24 damages, if any.

**FOURTH AFFIRMATIVE DEFENSE**

The occurrences referred to in the Complaint, and all damages, if any, resulting there from, were caused by the acts or omissions of third parties over whom this answering Defendants had no control.

**FIFTH AFFIRMATIVE DEFENSE**

Attorney's fees are only recoverable through contract or by statute and are not recoverable as damages in a lawsuit for personal injury damages. Plaintiff's claims for attorney's fees and costs as alleged in Plaintiff's Complaint are not recoverable herein and have been improperly pled in Plaintiff's Complaint. Defendants specifically reserve the right to have Plaintiff's improperly pled claim for attorney's fees dismissed prior to trial. Plaintiff's claims are barred by the applicable statute or limitations.

**SIXTH AFFIRMATIVE DEFENSE**

An unforeseeable incapacity/sudden emergency as a bar to liability in negligence are based upon the principle that one is not negligent if an unforeseeable occurrence or sudden emergency causes an accident and/or injury.

**SEVENTH AFFIRMATIVE DEFENSE**

If any damages are awarded to Plaintiff, they should be apportioned among the Defendants according to their percentage of liability and/or among the various accidents and/or pre-existing conditions.

**EIGHTH AFFIRMATIVE DEFENSE**

Defendants are not joint and severally liable and are only severally liable, if liable at all.

**NINTH AFFIRMATIVE DEFENSE**

Any hazard alleged is trivial.

**TENTH AFFIRMATIVE DEFENSE**

Any hazard defect was open and obvious.

**ELEVENTH AFFIRMATIVE DEFENSE**

Plaintiffs do not have a ripe cause of action.

**TWELVETH AFFIRMATIVE DEFENSE**

If any hazard or danger existed to Plaintiff for which Defendant would be responsible, Plaintiff knew of the danger or hazard and her own unreasonable conduct was the cause of any injury, be it due to a hazardous, ultra-hazardous activity or condition or otherwise.

**THIRTEENTH AFFIRMATIVE DEFENSE**

All of the risks and dangers involved in the factual situation described in the Complaint were open, obvious and known to Plaintiff, and by reason thereof, Plaintiff assumed such risks and dangers incident thereto.

**FOURTEENTH AFFIRMATIVE DEFENSE**

Plaintiff's action is barred and/or diminished by the doctrines of consent, waiver, laches, estoppel and/or unclean hands.

**FIFTEENTH AFFIRMATIVE DEFENSE**

Plaintiff's own unreasonable conduct constitutes the sole or majority of the cause for his alleged injuries.

**SIXTEENTH AFFIRMATIVE DEFENSE**

The occurrences referred to in the Complaint, and all damages, if any, resulting there from, were caused by the acts or omissions of co-defendants, unnamed defendants, non-parties or third parties over whom this answering Defendant had no control.

**SEVENTEENTH AFFIRMATIVE DEFENSE**

These Answering Defendants, not being fully advised as to all facts and circumstances surrounding the incident complained of, hereby assert and reserve unto themselves the defenses of accord and satisfaction, arbitration and award, discharged and bankruptcy, duress, failure of consideration, fraud, illegality, injury by fellow servant, laches, license, permit, consent, payment, release res judicata, statute of frauds, and other contract defenses including but not limited to failure of contract formation, absence of privity, Plaintiff's lack of standing, absence, lack or failure of consideration, illusory promises, absence of mutual assent, mutual mistake and/or unilateral mistake wherein Plaintiff was aware of the mistake, misrepresentation and/or fraud, failure to perform, unconscionability, improper delegation of duties and/or assignment of rights, nonoccurrence of condition precedent,

1 excuse, and discharge by performance, impossibility,  
2 impracticability, frustration, illegality, rescission,  
3 modification, novation, release, cancellation, substituted  
4 contract, account stated, lapse, operation of law including but  
5 not limited to running of the statute of limitations, and/or  
6 occurrence of condition subsequent, consent of the Plaintiffs,  
7 that Plaintiffs have granted Defendant's an easement either  
8 expressly or implied in fact, that the conditions complained of  
9 were so open and obvious that Plaintiffs or their predecessors  
10 in interest consented to them, that any damages claimed by  
11 Plaintiffs are the fault of underlying contractors, construction  
12 companies, developers or laborers over whom Defendants had no  
13 control or authority and any other matter constituting an  
14 avoidance or affirmative defense which the further investigation  
15 of this matter may prove applicable herein.

16 **EIGHTEENTH AFFIRMATIVE DEFENSE**

17 Any alleged hazardous condition was unknown to Defendant  
18 and if it existed, had existed for such a short period of time  
19 that Defendant cannot be held responsible for it.

20 **NINETEENTH AFFIRMATIVE DEFENSE**

21 Defendant alleges that Plaintiff's claims and causes of  
22 action against Defendant are barred by the doctrines of laches,  
23 waiver, estoppel, and/or unclean hands.

24 ///

///

**TWENTYETH AFFIRMATIVE DEFENSE**

Defendant alleges that the conduct of the Plaintiff was responsible for the damages, if any, of the Plaintiff and the culpability of the Plaintiff exceed that of the Defendant, if any, and that the Plaintiff is thereby barred from any recovery.

**TWENTY-FIRST AFFIRMATIVE DEFENSE**

Defendant alleges that the Plaintiff failed to name a party necessary for full and adequate relief essential in this case.

**TWENTY-SECOND AFFIRMATIVE DEFENSE**

Defendant alleges that the Plaintiff delayed investigation of this claim to the prejudice of the Defendant and accordingly this action should be dismissed.

**TWENTY-THIRD AFFIRMATIVE DEFENSE**

No act or omission of Defendant was a cause or proximate cause of injuries and damages, if any, sustained by Plaintiff.

**TWENTY-FOURTH AFFIRMATIVE DEFENSE**

Defendant alleges that negligence of another party or parties was a superseding cause.

**TWENTY-FIFTH AFFIRMATIVE DEFENSE**

Pursuant to NRCP Rule 11, as amended, all possible affirmative defenses may not have been alleged herein, insofar as sufficient facts were not available after reasonable inquiry upon the filing of Defendant's Answer and, therefore, Defendant



1 reserves the right to amend her Answer to allege additional  
2 affirmative defenses or withdraw certain affirmative defenses if  
3 subsequent investigation warrants.

4 **PRAYER**

5 WHEREFORE, Defendant prays for judgment against Plaintiff  
6 as follows:

7 1. That Plaintiff take nothing and judgment be entered in  
8 favor of Defendant, Walgreen Co.;

9 2. That Plaintiff's Complaint be dismissed with  
10 Prejudice;

11 3. For attorneys' fees and other costs of suit; and

12 4. For such other and further relief as the Court deems  
13 just and proper.

14 DATED this 8<sup>TH</sup> day of July, 2022.

15 **RANALLI ZANIEL FOWLER & MORAN, LLC**

16 */s/ Jason Andrew Fowler, #8071*

17 **GEORGE M. RANALLI, ESQ.**

18 Nevada Bar No. 5748  
19 2340 W. Horizon Ridge Parkway  
20 Suite 100  
Henderson, Nevada 89052  
Attorneys for Defendant  
WALGREEN CO.

RANALLI ZANIEL FOWLER & MORAN, LLC  
2340 W. HORIZON RIDGE PARKWAY, SUITE 100  
HENDERSON, NEVADA 89052  
TELEPHONE: (702) 477-7774 FAX: (702) 477-7778

**CERTIFICATE OF SERVICE**

Pursuant to Nevada Rules of Civil Procedure 5(b), I hereby certify that I am an employee of RANALLI ZANIEL FOWLER & MORAN, LLC, and that on the 8<sup>th</sup> day of July, 2022, I caused the foregoing **DEFENDANT'S ANSWER TO PLAINTIFF'S COMPLAINT** to be served as follows:

- ☐ [ ] by placing a true and correct copy of the same to be deposited for mailing in the US Mail at Henderson, Nevada, enclosed in a sealed envelope upon which first class postage was fully prepaid; and/or
- ☐ [ ] pursuant to EDCR 7.26, by sending it via facsimile (w/out attachments); and/or
- ☐ [ ] by hand delivery to the parties listed below; and/or
- ☒ [X] pursuant to N.E.F.C.R. Rule 9 and Administrative Order 14-2, by sending it via electronic service:

Betsy Jefferies Aguilar, Esq.

**HICKS & BRASIER, PLLC**

2630 s. Jones Blvd.

Las Vegas, Nevada 89146

Attorneys for Plaintiff

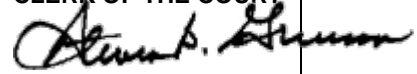
**VIA ELECTRONIC SERVICE**

*/s/ Donna Hicks*

---

**An EMPLOYEE OF  
RANALLI ZANIEL FOWLER & MORAN, LLC**

# **EXHIBIT F**



DMJT

**GEORGE M. RANALLI, ESQ.**

Nevada Bar No. 5748

**JAMES F. HOLTZ, ESQ.**

Nevada Bar No. 8119

**VICKI DRISCOLL, ESQ.**

Nevada Bar No. 3939

2340 W. Horizon Ridge Parkway, #100

Telephone: (702) 477-7774

Facsimile: (702) 477-7778

[ranalliservice@ranallilawyers.com](mailto:ranalliservice@ranallilawyers.com)

Attorney for Defendant,

WALGREEN CO.

**DISTRICT COURT****CLARK COUNTY, NEVADA**

SHARLENE CRIBBS,

)

) CASE NO.: A-22-853533-C

) DEPT NO.: XIII

Plaintiff,

)

)

vs.

)

)

WALGREEN CO. dba WALGREENS, a )

Foreign Corporation; DOE )

EMPLOYEES OF WALGREENS, DOES )

1-20 and ROE BUSINESS ENTITIES) )

1-20, inclusive )

)

Defendants.

)

)

**DEMAND FOR JURY TRIAL**

Defendant, Walgreens, Co., by and through its attorney of  
 record, GEORGE M. RANALLI, ESQ., with the law firm of RANALLI  
 ZANIEL FOWLER & MORAN, LLC, hereby demands a jury

///

///

///

trial of all of the issues in the above-entitled matter.

DATED this 8<sup>TH</sup> day of July, 2022.

**RANALLI ZANIEL FOWLER & MORAN, LLC**

*/s/ Jason Andrew Fowler, #8071*

**GEORGE M. RANALLI, ESQ.**

Nevada Bar No. 5748  
2340 W. Horizon Ridge Parkway  
Suite 100  
Henderson, Nevada 89052  
Attorneys for Defendant  
WALGREEN CO.

RANALLI ZANIEL FOWLER & MORAN, LLC  
2340 W. HORIZON RIDGE PARKWAY, SUITE 100  
HENDERSON, NEVADA 89052  
TELEPHONE: (702) 477-7774 FAX: (702) 477-7778

**CERTIFICATE OF SERVICE**

Pursuant to Nevada Rules of Civil Procedure 5(b), I hereby certify that I am an employee of RANALLI ZANIEL FOWLER & MORAN, LLC, and that on the 8<sup>th</sup> day of July, 2022, I caused the foregoing **DEMAND FOR JURY TRIAL** to be served as follows:

☐ by placing a true and correct copy of the same to be deposited for mailing in the US Mail at Henderson, Nevada, enclosed in a sealed envelope upon which first class postage was fully prepaid; and/or

☐ pursuant to EDCR 7.26, by sending it via facsimile (w/out attachments); and/or

☐ by hand delivery to the parties listed below; and/or

☒ pursuant to N.E.F.C.R. Rule 9 and Administrative Order 14-2, by sending it via electronic service:

Betsy Jefferies Aguilar, Esq.

**HICKS & BRASIER, PLLC**

2630 s. Jones Blvd.

Las Vegas, Nevada 89146

Attorneys for Plaintiff

**VIA ELECTRONIC SERVICE**

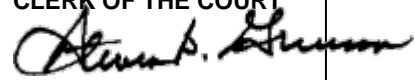
*/s/ Donna Hicks*

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**An EMPLOYEE OF  
RANALLI ZANIEL FOWLER & MORAN, LLC**

RANALLI ZANIEL FOWLER & MORAN, LLC  
2340 W. HORIZON RIDGE PARKWAY, SUITE 100  
HENDERSON, NEVADA 89052  
TELEPHONE: (702) 477-7774 FAX: (702) 477-7778

# **EXHIBIT G**



1 **REA**

2 BETSY JEFFERIS AGUILAR, ESQ.

3 Nevada Bar No. 12980

4 **HICKS & BRASIER, PLLC**

5 2630 S. Jones Blvd

6 Las Vegas, Nevada 89146

7 Phone: (702) 628-9888

8 Fax: (702) 960-4118

9 E-Mail: [baguilar@lvattorneys.com](mailto:baguilar@lvattorneys.com)

10 *Attorneys for Plaintiff*

11 **DISTRICT COURT**

12 **CLARK COUNTY, NEVADA**

13 SHARLENE CRIBBS,

14 Plaintiff,

15 vs.

16 WALGREEN CO. dba WALGREENS, a  
17 foreign corporation; DOE EMPLOYEES  
18 OF WALGREENS, DOES 1-20 and ROE  
19 BUSINESS ENTITIES 1-20, inclusive,

20 Defendants.

CASE NO.: A-22-853533-C

DEPT. NO.: 13

**PLAINTIFF'S REQUEST FOR**  
**EXEMPTION FROM**  
**ARBITRATION**

21 Plaintiff SHARLENE CRIBBS, by and through her attorney Betsy C. Jefferis-Aguilar,  
22 Esq. Esq. of the law office of HICKS & BRASIER, PLLC, hereby requests the above entitled  
23 matter be exempted from arbitration pursuant to Nevada Arbitration Rules 3 and 5 as this case  
24 involves an amount in excess of \$50,000 per Plaintiff, exclusive of interest and cost.

25 This personal injury action is a result of a trip and fall that occurred on March 19, 2021  
26 in Clark County, Nevada. Plaintiff was walking in just outside the entrance of Walgreens when  
27 she tripped and fell on a small liquor bottle on the Property. Plaintiff suffered bodily injuries as  
28 a result of the incident and has incurred the following damages (**future medical expenses**  
**delineated in bold**):



<b>Provider</b>	<b>Amount</b>
Dignity Health	\$16,528.83
Radiology Associates of Nevada	\$ 523.00
Desert Orthopedic Center	\$4,493.00
Pueblo Medical Imaging	\$588.00
Total Past Medical Expenses:	\$22,132.88
<b>Desert Orthopedic Center Future Recommendation: Bilateral cervical Facet Blocks C3-C4, C4-C5 and C5-C6 for the cost of \$14,850.00 Bilateral cervical Radiofrequency Denervation C3-C4, C4-C5 and C5-C6 for the cost of \$20,000.00 Bilateral cervical Transforaminal Epidural Injections C3-C4, C4-C5 and C5-C6 for the cost of \$15,000.00 EMG/NCV Bilateral Cervical Facet Medial Branch Blocks at C3-C4 and C4-C5 with a 25-gauge 2-inch spinal needle</b>	<b>\$48,000</b>
<b>Total Future Medical Expenses</b>	<b>\$48,000</b>
<b>Total Medical Expenses:</b>	<b>\$70,132.82</b>

Because liability is solely against Defendant, Plaintiff alleges that Defendant is the cause of Plaintiff's injuries. Clearly, the value of Plaintiff's damages include medical expenses, pain and suffering exceeds the \$50,000.00 threshold and the matter should be exempted from Arbitration.

I hereby certify pursuant to NRCP 11 this case to be within the exemption(s) marked above and am aware of the sanctions which may be imposed against any attorney or party who without good cause or justification attempts to remove a case from the arbitration program. I further certify pursuant to NRS Chapter 239B and NRS 603A.040 that this document and any attachments thereto do not contain personal information including, without limitation, home address/phone number, social security number, driver's license number or

1 identification card number, account number, PIN numbers, credit card number or debit card  
2 number, in combination with any required security code, access code or password that would  
3 permit access to the person's financial account.

4  
5 DATED THIS 12<sup>th</sup> day of July 2022.

**HICKS & BRASIER, PLLC**

6  
7 /s/ Betsy C. Jefferis-Aguilar, Esq.  
8 BETSY JEFFERIS AGUILAR, ESQ.  
9 Nevada Bar No. 12980  
10 2630 S. Jones Blvd  
11 Las Vegas, Nevada 89146  
12 *Attorneys for Plaintiff*  
13  
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**CERTIFICATE OF SERVICE**

Pursuant to NRCP 5(b), I certify that I am an employee of HICKS & BRASIER, PLLC, and that on this 12<sup>th</sup> day of July, 2022, I served a copy of the foregoing **PLAINTIFF'S REQUEST FOR EXEMPTION FROM ARBITRATION** in accordance with Administrative Order 14-2 and Rule 9 of the Nevada Electronic Filing and Conversion Rules (N.E.F.C.R.) by transmitting via the Court's electronic filing services by the document(s) listed above to the Counsel set forth on the service list below:

GEORGE M. RANALLI, ESQ.  
Nevada Bar No. 5748  
JAMES F. HOLTZ, ESQ.  
Nevada Bar No. 8119  
VICKI DRISCOLL, ESQ.  
Nevada Bar No. 3939  
2340 W. Horizon Ridge Parkway, #100  
*Attorney for Defendant*

/s/ Alejandro Arias  
An employee of Hicks & Brasier, PLLC